

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Appl. No.	:	10/761,347	Confirmation No.:	3254
Applicant	:	Yoshihiro OBA		
Filed	:	January 22, 2004		
TC/A.U.	:	2141		
Examiner	:	Taylor, Nicholas		
Docket No.	:	3119-102		
Customer No.:		66458		

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria VA 22313-1450

**REPLY BRIEF**

Sir:

This is a Reply Brief is filed in response to the Examiner's Answer of May 30, 2008.

**REPLY TO EXAMINER'S RESPONSE TO ARGUMENTS**

It is respectfully submitted that the present application is in condition for allowance based on the arguments as filed in the Brief on Appeal, and that the Examiner's Answer does not establish proper grounds for rejection. The Board of Appeals is requested to carefully review the prior-filed Brief on Appeal. In addition, the undersigned also would like to note the following additional points highlighting certain errors in the Examiner's Answer.

**POINT A.**

In the Examiner's Answer, the Examiner asserts at pages 13-14, among other things, that "[i]f the tunnel is established between Gateway 52 and 54, the tunnel is still 'established between said client node and said access router' (emphasis added [by Examiner]) as per the language of the claims." It is respectfully submitted that the Examiner's statement is wrong.

First, it is respectfully submitted that the Examiner is misunderstanding the meaning of the terminology between in this context. Grammatically and linguistically, the Examiner is incorrect. It should be appreciated that the meaning of the term “between” in the present context is the following definition as forth in the Webster’s New College Dictionary: “**a:** from one to the other of **b:** serving to join - connecting.”

Second, it is respectfully submitted that one skilled in the art would understand that here, the terminology “between” is used in connection with the terminology “tunnel.” In that context, it should be apparent that the terminology “between” identifies the end points of the tunnel.

Third, with reference to the language in claim 1, it is noted that the claim recites “tunnel between said client node and said access router through said network, such that said client node is able to send and receive data packets to and from the serving network specified by said client node within said communication tunnel through said access network.” Among other things, the underlined language also necessitates our submitted interpretation.

Fourth, the present application is about, e.g., establishing tunnels between client nodes and access routers. The Examiner’s strained interpretation of the language of the claim is not only contrary to plain meaning of the term as used in this context, but essentially overlooks fundamental aspects of the invention.

In addition, with reference to the Examiner’s statement regarding the interpretation of the language “Access Network,” it is respectfully noted that the present application clearly demonstrates that: “an IP access network 101 includes access routers ... and a client node.” See page 6, lines 13-14. The application further indicates that “it is possible to place multiple access routers in an access network where each access router is connected to a particular ISP or a VLAN, such that a client node on the access network can select a particular access router to send and receive data packets.” See page 2, lines 19-22.

Moreover, the present application also describes that “[t]he access network is typically owned by a single NAP, but it is also possible for multiple NAPs to share the same access network.” See page 17, lines 6-9. Moreover, it is respectfully submitted that the terminology Access Network is a well known term of art, rendering the Examiner’s interpretation to be improper.

**POINT B.**

In the Examiner’s Answer, the Examiner asserts at pages 14-15, among other things, that based on “a reasonable interpretation of this language [‘serving network provider advertising information’],” the Boden disclosure somehow meets these limitations. However, as set forth in the Brief on Appeal, the Examiner’s position is incorrect. The Board is requested to carefully review the previously submitted arguments.

In addition, while the Examiner asserts that “no structure or definition is given in the independent claim language as to the *type* of advertising information that must be sent to the client node,” it is noted that the meaning of this terminology is well established in the present application. See, e.g., page 9, second paragraph (“advertising serving network information” including “provider identifier and provider name data pair.”); page 2, lines 8-12 (“[i]n public wireless LAN environments, the IEEE 802.11 SSID (Service Set Identifier) advertised by the access points can contain service provider information.”). Notably, the entire section beginning on page 8, 5<sup>th</sup> to last line, is encaptioned **“Serving Network Information Advertising”** and one of ordinary skill in the art would readily appreciate that which is encompassed in this terminology based on this disclosure and that the Examiner’s interpretation is wrong.

**POINT C.**

In the Examiner’s Answer, the Examiner asserts that the error in the first Office Action was “harmless.” However, that is incorrect. The Examiner’s initial rejection under 35 U.S.C. 102(b) was **incorrect**. Based on the Examiner’s

conclusion that the result was “harmless,” after the Examiner has **changed** the rejection, the present applicant is in a difficult position whereby amendments to the claims are not accepted due to the after final nature of the rejection.

It is respectfully submitted that the Examiner’s entry of a final rejection based on a changed position (precluding any potential amendments) combined with the Examiner’s incorrect and strained interpretations of the claim language is particularly difficult. While the present claims are allowable at this time, if the Examiner had not improperly made the last rejection final, the claim language could have been amended.

**CONCLUSION**

Applicant respectfully submits that the present application is in condition for allowance, which action is courteously requested. Please charge any shortage in fees that may be due in connection with the filing of this paper, including Extension of Time fees, to Deposit Account 50-4080.

Respectfully submitted,

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